

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
DONNA GRANT, Individually and as Mother and Natural
Guardian of J [REDACTED] H [REDACTED] an infant under the age of
eighteen years, and MIRIAM CAMPBELL,

Plaintiffs,

-against-

CITY OF NEW YORK, CAPT. JOHN BRAILLE, LT.
TONY TRABUCCO¹, SGT. EDWARD VARGAS, DET.
JOHNNY ROSARIO, DET. GREG PERPALL, DET.
GERARD CUNNINGHAM, DET. RAMONITA
CARDONA, DET. CHARLES CALSTRON, DET. CLINT
SMITH, DET. HECTOR SALAS, and P.O.s JOHN and
JANE DOE #1-10, individually and in their official
capacities, (the names John and Jane Doe being fictitious,
as the true names are presently unknown),

Defendants.
-----X

**STIPULATION
AND ORDER OF
SETTLEMENT
AND DISMISSAL**

06 CV 5203 (DC)(THK)

WHEREAS, plaintiffs commenced this action by filing an amended complaint on
or about April 27, 2007, alleging that their civil rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, defendants served plaintiffs with a Rule 68 Offer of Judgment on
August 29, 2007;

WHEREAS, plaintiffs accepted defendants Rule 68 Offer of Judgment on or
about September 11, 2007;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

¹ Lt. Tony Trabucco has retired and has not been served in this matter.

1. The above-referenced action is hereby dismissed as to defendants, with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiffs as follows: plaintiff Donna Grant the sum of Seven Thousand and Five Hundred and One Dollars (\$7,501.00); Donna Grant, as the mother and natural guardian of [REDACTED] the sum of Seven Thousand and Five Hundred and One Dollars (\$7,501.00), and plaintiff Miriam Campbell the sum of Seven Thousand and Five Hundred and One Dollars (\$7,501.00) in full satisfaction of all claims against defendants the City of New York, Captain Braille, Sergeant Vargas, Detective Rosario, Detective Perpall, Detective Cunningham, Detective Cardona, Detective Calstron, Detective Smith, and Detective Salas, plus reasonable attorneys' fees for costs, expenses and attorney fees up to the date of the Rule 68 Offer. In consideration for the payment of the sums, plaintiffs agrees to dismissal of all the claims against the individually named defendants and to release all defendants, any present or former employees or agents of the City of New York, and the City of New York from any and all liability, claims, or rights of action arising from under state or federal law which were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Donna Grant, on behalf of [REDACTED], a minor, shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and an Affidavit of No Liens or an Affidavit Concerning Liens based on the terms of paragraph 2 above.

5. With respect to the plaintiff [REDACTED] settlement of this action is conditioned on compliance with the provisions set forth in Rule 83.2(a) of the Local Civil Rules of this Court ("Settlement of Actions by or on Behalf of Infants or Incompetents, Wrongful Death Actions, and Conscious Pain and Suffering Actions") and Rule 1207 et seq. Of the Civil Practice Laws and Rules for the State of New York.

6. Counsel for plaintiffs and defendants will resolve plaintiffs' claims for reasonable attorney fees, expenses and costs and payment for those sums will be made directly to plaintiffs' counsel. If the matter is not resolved by counsel for the parties without judicial intervention, counsel for either party may proceed by motion to seek a determination of reasonable attorney fees, expenses and costs.

7. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and or settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2007

Rose M. Weber, Esq.
225 Broadway, Suite 1608
New York, NY 10007
Attorney for Plaintiffs

By: Rose M. Weber
Rose Weber, ESQ. (RW 0515)

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-178
New York, New York 10007
(212) 788-1029

By: Jennifer L. Rubin
Jennifer L. Rubin, ESQ.
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.